

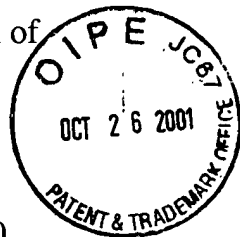
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

JUNGER

Serial No. 09/509,021

Filed: August 25, 2000



Atty. Ref.: 723-835

Group: 2768

Examiner:

2164

For: METHOD AND APPARATUS FOR VERIFYING  
PRODUCT SALE TRANSACTIONS AND PROCESSING  
PRODUCT RETURNS

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\* \* \* \* \*

October 26, 2001

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

**INFORMATION DISCLOSURE STATEMENT**

As suggested by 37 C.F.R. 1.97, the undersigned attorney brings to the attention of the Patent and Trademark Office the references listed on the attached form PTO-1449, a copy of each of which is enclosed. This is not to be construed as a representation that a search has been made or that no better prior art exists, or that a reference is relevant merely because cited.

The Examiner is requested to initial the attached form PTO-1449 and to return a copy of the initialed document to the undersigned as an indication that the attached references have been considered and made of record.

This IDS is being filed before the first Office Action so no fee is believed to be due. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Account No. 14-1140.

The attention of the U.S. Patent and Trademark Office is directed to the information set forth below.

Fraudulent product returns have cost Nintendo a substantial amount of money over the past fifteen years. For example, the Super Nintendo Entertainment System ("SNES") was released for public sale in 1991. Following the release of the SNES, Nintendo experienced significant returns of original Nintendo Entertainment Systems (NES). Many of those returns were thought to be fraudulent.

In an effort to reduce the number of fraudulent product returns and to help minimize costs to both retailers and Nintendo associated with these returns, Nintendo instituted a new return policy in 1993. This new return policy utilized two part point of purchase ("POP") mail-in cards which were attached to the packaging of all serialized Nintendo products ("Hardware"). A copy of a typical POP card is attached as Exhibit A to this Information Disclosure Statement

Each POP card included a removable, postage paid return portion having a bar coded serial number which individually identified the specific product contained within the associated packaging. A non-removable portion of the POP card also included the bar coded serial number and remained with the packaging after purchase. The bar coded serial number also was placed on the product itself.

Nintendo expected retailers to instruct sales clerks that the return portion of the POP card should be removed from the package at the time of sale, and that the purchase date may be noted on the non-removable portion of the POP card. The removable return portion would then be forwarded to Nintendo. Nintendo would then record the approximate date of sale in a registration database. Unfortunately, store clerks often did not follow this procedure, reducing the integrity and completeness of the Nintendo database.

As an alternative to mailing the POP cards, retailers were given the option of electronically reporting dates of hardware sales by serial number. Electronic hardware registration records would be accepted if the retailer met certain requirements. These requirements are noted in the 1994 Nintendo Product Returns Policies & Procedures, attached as Exhibit B. At least one U.S. national retailer periodically transmitted dial-in electronic hardware registration records in connection with Nintendo products beginning in October 1993.

The information contained in the Nintendo registration database was (and is) used by Nintendo to monitor product returns and to verify compliance with applicable Nintendo return policies and procedures.

The 1994 Nintendo Product Returns Policies Procedures demonstrate a phase-in period for the new Nintendo return policy beginning September 1, 1993. For completeness, a copy of the Nintendo Product Returns Policies & Procedures for 1995 and 1996 are attached as Exhibits C and D, respectively. A copy of the 1992 Product Returns policy is attached as Exhibit E.

The bar coded serial numbers provided on Nintendo products beginning in 1993 included a check digit. This check digit was used at Nintendo to verify accuracy of entries into the Nintendo registration database. For example, for electronic hardware registration records received from retailers, Nintendo would follow a check digit algorithm to verify the validity of the serial number information. If the serial number was incorrect, the record would not be accepted in the registration database. This verification was particularly useful in connection with records from retailers that entered serial number information manually. It is not known whether the use of the check digit by

Nintendo for verifying the validity of the serial number information was known outside of Nintendo.

Nintendo began development of an improved electronic registration system in mid 1995. As envisioned by Nintendo, the improved registration system would eliminate use of the removable POP cards, and would utilize electronic registration exclusively. Additionally, the system (1) would present a prompt for mandatory entry of the product serial number at the point of purchase; (2) would verify the serial number by running a check digit algorithm at the point of purchase; (3) would provide a hard copy receipt of the sales transaction listing at least the date of the transaction and the product serial number. In connection with the improved system, Nintendo also envisioned the capability for a retailer to access Nintendo's registration database to search for transaction information. A large U.S. national retailer was the first to make the programming changes necessary to implement the improved registration system in their retail operations by November 1995. This implementation followed several months of consultations with Nintendo concerning the software change.

As implemented, the electronic registration system accomplished items (1), (2), and (3) listed above. The capability of accessing Nintendo's registration database to search for transaction information was still under development and had not yet been fully implemented in connection with a retailer operation at the time the present application was filed. However, individual unit return inquiries could be made by telephone using an automated voice response unit.

The foregoing information is set forth to fully comply with applicants duty of disclosure. However, no admissions are intended with respect to this information as

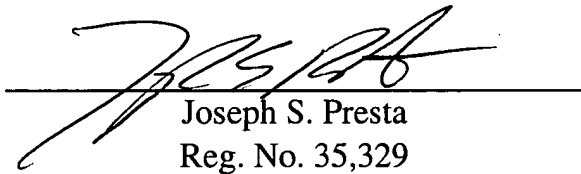
JUNGER  
Serial No. 09/509,021

being material to patentability of the claimed subject matter. See 37 CFR 1.97(h). Of course, if the Patent Office has any questions with respect to the foregoing, applicants would be happy to respond to any such questions.

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: \_\_\_\_\_

  
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**INFORMATION DISCLOSURE  
CITATION**

ATTY. DOCKET NO.

SERIAL NO.

723-835

09/509,021

APPLICANT

JUNGER

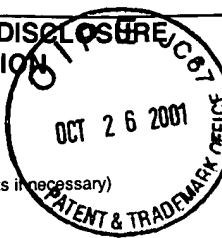
FILING DATE

GROUP

August 25, 2000

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**U.S. PATENT DOCUMENTS**

*EXAMINER INITIAL	DOCUMENT NUMBER	DATE	NAME	CLASS	SUBCLASS	FILING DATE IF APPROPRIATE
	4,563,739	01/1986	Gerpheide et al.	364	403	
	4,812,629	03/1989	O'Neil et al.	235	383	
	4,984,155	01/1991	Geier et al.	364	401	
	5,216,612	06/1993	Cornett et al.	364	468	
	5,256,863	10/1993	Ferguson et al.	235	383	
	5,257,741	11/1993	Rode et al.	241	24	
	5,311,424	05/1994	Mukherjee et al.	364	401	
	5,375,240	12/1994	Grundy	395	700	
	5,520,990	05/1996	Rotermund	428	195	
	5,671,279	09/1997	Elgamal	380	23	
	5,895,453	04/1999	Cook	705	22	

**FOREIGN PATENT DOCUMENTS**

DOCUMENT	DATE	COUNTRY	CLASS	SUBCLASS	TRANSLATION YES NO
0 845 749	06/1998	EPO			
0862154	09/1998	EPO			
11066176	03/1999	JP			Abstract

**OTHER DOCUMENTS (including Author, Title, Date, Pertinent pages, etc.)**

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\*Examiner

Date Considered

Examiner: Initial if reference considered, whether or not citation is in conformance with MPEP 609; Draw line through citation if not in conformance and not considered. Include copy of this form with next communication to application.

(Use several sheets if necessary)

August 25, 2000

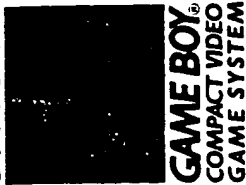
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*Examiner	Date Considered

Form PTO-FB-A820 (Also PTO-1449)



# GAME BOY®

COMPACT VIDEO GAME SYSTEM

MADE IN JAPAN

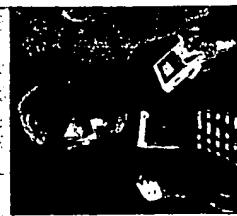
# GAME BOY®

## COMPACT VIDEO GAME SYSTEM

- + Game Boy — the state of the art compact video game system for handheld video action!
- + Completely self-contained, Game Boy features patented Nintendo joystick, A, B, start and select buttons, plus screen contrast and volume controls.
- + Powerful CPU and micro-processors allow complex, scrolling backgrounds of images, and exciting play.
- + Tetris game pak; stereo earphones and batteries included.
- + Also includes Game Link cable for simultaneous multiple player competition.
- + Interchangeable game paks.
- + This is the new generation of video game play — it's Game Boy.

## MULTIPLE PLAYER ACTION

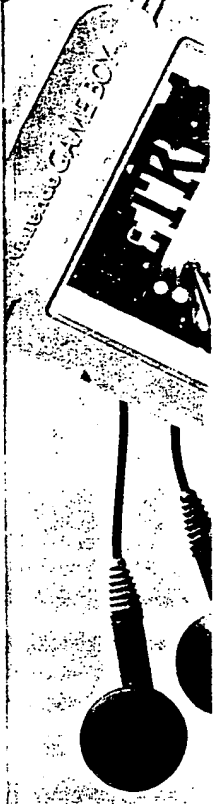
Many Game Boy titles offer Game Link — for head to head competition on the same game. The connecting cable allows hand-held, multi-player competition.



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045496710019



## DO NOT REMOVE — PROOF OF PURCHASE

NINTENDO CUSTOMER SERVICE POLICY: IF YOU NEED ASSISTANCE WITH THIS PRODUCT, CALL 1-800-255-3700. PLEASE RETURN TO THE STORE WHERE PURCHASED. STORE RETURN POLICIES VARY BY RETAILER.

NOTE: IF YOU HAVE TO RETURN THIS PRODUCT, NINTENDO REQUIRES:

- PROOF OF PURCHASE
- ORIGINAL GAME PAK
- ORIGINAL BOX



G900507748

Purchase Date

Serial No.

HW-USA-3

Printed in Japan

## RETAILER MUST MAIL THIS CARD

## IMMEDIATELY TO VALIDATE CUSTOMER PROOF OF PURCHASE

### CUSTOMER NOTICE:

PLEASE MAIL THIS CARD IMMEDIATELY IF YOU OR YOUR RETAILER MAILED THIS CARD. NINTENDO WILL PROVIDE YOU WITH A RETURN WARRANTY (REPAIRS ONLY - NO EXCHANGES) TO 6 MONTHS FROM DATE OF PURCHASE. THIS CARD IS VALID ONLY IN THE U.S.A. - SEE LIMITED WARRANTY FOR DETAILS.

RETAIL STORE NAME & ADDRESS

## BEST AVAILABLE COPY



G900507748

Serial No.

Rev. 12/17/92

PRODUCT SERVICE AND STORE EXCHANGE QUESTIONS, CALL 1-800-255-3700

DMG-GBTR-USA-3

Exhibit A



**NINTENDO**  
**PRODUCT**  
**RETURNS**  
POLICIES & PROCEDURES

## NINTENDO PRODUCT RETURNS DEALER POLICY AND PROCEDURES

### Dealer Returns Policy

#### 1. Products that qualify for return to Nintendo

Any Nintendo Entertainment System,<sup>®</sup> Game Boy<sup>®</sup> and Super Nintendo Entertainment System<sup>®</sup> Hardware Set, Software (Game Pak), Accessory and Component / Parts ("Product") according to the following schedule:

##### A. Full Credit (at Dealer's current net cost structure)

- i. For hardware only, the POP mailer must be returned to Nintendo immediately after consumer's purchase of product and the hardware must be returned to Nintendo within 150 days after the consumer's date of purchase. <sup>1</sup>(See "Dealer Store Instructions" for purchase date serial number registration guidelines.)
- ii. Containing all major and minor components as shown on the attached "Components Schedule".
- iii. Product must include complete\* original printed packaging with styrofoam / recyclable tray insert.

<sup>1</sup>Note: Optional electronic reporting of hardware sales by serial number available. Nintendo will accept hardware registration records electronically according to the following requirements:

- a. Dealer must provide hardware sales (sell through) and items returned to stock for resale, including the following data, electronically no less frequently than weekly, to a unique electronic mail box, via EDI Document Number 864:
  - Nintendo Hardware Item Number / UPC / Dealer Item Number
  - Product Serial Number (applies to Nintendo hardware only)
- b. Dealer is responsible to pay 100% of costs for activity within its own electronic mail box. For more information and to request the electronic processing option, contact the Nintendo Field Service Department, 206-861-2248.

##### B. Partial Credit

- i. Hardware systems that are not registered by serial number with Nintendo (POP mailer is not returned to Nintendo) or registered products returned beyond 150 days from original consumer purchase.

	DEALER CREDIT
a. Returns received by Nintendo for the period September 1, 1993 through August 31, 1994	50%
b. Returns received by Nintendo for the period September 1, 1994 through August 31, 1995	25%
c. Returns received by Nintendo after September 1, 1995	0%
ii. Products missing a minor component (refer to "Components Schedule") (10% deduction will be taken for each missing minor component)	90%

#### 2. Products that Do Not Qualify for Return to Nintendo

- A. Products that do not include complete\* original printed packaging with styrofoam / recyclable tray insert.
- B. Products missing major components as shown on the "Components Schedule", for example, Control Deck / Game Boy unit.
- C. Product that has been physically damaged by negligence, accident or unreasonable use.
- D. Products sold by Nintendo licensees. Any licensed product must be returned to the appropriate licensee company.
- E. Non-licensed products.

\* Missing UPC Code or other partial packaging constitutes incomplete packaging.

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**3. Dealer Credit for Processing the Nintendo Proof of Purchase ("POP") Registration Mailer**

- A. Nintendo will provide Dealer with a cash incentive of \$0.50 monthly, payable by check, for each POP mailer returned to Nintendo.
- B. A detailed statement of proof of purchase mailers returned will be provided with each check.
- C. To qualify, Dealer must identify its name on POP mailer in space provided.
- D. Dealer waives all rights to object to the amount paid to it by Nintendo relating to return of POP mailers if Dealer fails to deliver written notice to Nintendo of its objection within 30 days following payment from Nintendo to Dealer.
- E. **No deductions from invoice permitted.** Dealer is not permitted to deduct payments by Nintendo payable to Dealer from Dealer's invoice.
- F. Nintendo reserves the right to deny or limit payment to Dealer for POP mailers if Nintendo reasonably believes that POP mailers have been tampered with, modified, duplicated, returned in excess of hardware shipped, or other unusual circumstances.

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**Dealer Returns  
Procedure**

Nintendo offers its Dealers two (2) product returns processing options as follows:

**1. Direct Store Returns to Nintendo**

Dealer's individual stores may return product directly to Nintendo according to the following instructions:

**A. How to Request a Return Authorization**

Submit written requests monthly, by mail or fax. Include the product model number(s), total quantity of each and Dealer's debit memo / chargeback reference number.

**Mailing Address:**

Nintendo of America Inc.

P.O. Box 97036

Redmond, WA 98073-9736

Attn: Dealer Returns Administration

**Fax Number:**

(206) 882-3585

**B. Return Authorization Processing**

Upon receipt of Dealer's written request, Nintendo will issue, by mail, a Return Authorization (RA) number, packing list and shipping labels.

All products authorized for return must have the Return Authorization number marked on the outside of all cartons. All returned product must be shipped freight prepaid. No C.O.D. shipments or unauthorized returns will be accepted.

**C. Nintendo Returns Inspection and Dealer Payment Procedures**

Upon receipt of Dealer's return, Nintendo will physically audit each product using the approved return authorization. Payments will be based on the Dealer's current net cost structure less applicable deductions outlined in Dealer Returns Policy. Dealer will not be allowed a deduction from invoice (DFI) for returns.

## **2. Central Returns / Distribution Center Product Returns to Nintendo**

Nintendo will provide qualifying Dealers with pre-return product screening and Returns Authorization approval services at the Dealer's central returns center(s).

### **A. Dealer Qualification for On-Site Services**

In order to qualify for on-site inspection services Dealer must:

- i. Receive store returns in central returns / distribution center(s)
- ii. Provide adequate floor space in work area to inspect products
- iii. Return product to be delivered adjacent to workspace for inspection
- iv. Segregate Nintendo product from Nintendo licensee and non-licensed product
- v. Provide returns center personnel to review post-inspection audit report
- vi. Provide standard 115v power outlet with accessibility to telephone jack
- vii. Provide a work surface (4' x 8' minimum)
- viii. Minimum quantity of 300 products required per location, per visit (hardware, software and accessories [any mix])

Dealers that do not qualify for this service must submit a written request for Return Authorization as shown above, "Direct Store Returns to Nintendo".

The frequency of on-site support services (visits) will be determined by the quantity of products available for return and as mutually agreed between Dealer and Nintendo.

For additional information regarding this service, contact the Nintendo Field Service Department 1-206-861-2248.

### **B. On-Site Support Services**

Nintendo will physically screen and pre-approve qualifying product returns at the Dealer's central returns / distribution center(s).

#### **i. Products that Qualify for Return**

The Dealer will be provided with a Return Authorization number, packing list, shipping labels and shipment instructions to facilitate the return. Upon on-site approval, the product return shipment must be received by Nintendo within 14 days. Upon receipt of Dealer's return, Nintendo will physically audit each product using the approved Return Authorization. Payments will be based on the Dealer's current net cost structure less applicable deductions outlined in Dealer Returns Policy.

Dealer will not be allowed a deduction from invoice (DFI).

#### **ii. Products that Do Not Qualify for Return**

The Dealer will be provided with a manifest listing each product, total quantities and the reason product(s) does not qualify for return.

Upon request, Nintendo will assist the Dealer in arranging product repair services that may be available through a local authorized Nintendo World Class Service<sup>®</sup> Center. Such business arrangements will be the sole responsibility of the Dealer and the qualified servicer.

**These policies and procedures and the following Dealer Store Instructions are an integral part of Nintendo's terms and conditions of sale. By placing orders with Nintendo, Dealer agrees to Nintendo's terms and conditions of sale.**



A large, stylized number '35' in a bold, textured font, serving as a background for the title. The number is composed of two main parts: a '3' on the left and a '5' on the right, both rendered in a thick, grainy black font.

# Nintendo Product Returns Policy & Procedures

The Nintendo logo, featuring the word 'Nintendo' in a white, sans-serif font inside a black, rounded rectangular border.

# Nintendo Product Returns / Dealer Policy and Procedures

## Dealer Returns Policy

### 1. Products that qualify for return to Nintendo

Any Nintendo Entertainment System,<sup>®</sup> Game Boy,<sup>®</sup> Super Nintendo Entertainment System<sup>®</sup> and Virtual Boy<sup>™</sup> Hardware Set, Software Game Pak, Accessory and Component / Parts ("Product") according to the following schedule:

#### A. Full Credit (at Dealer's current net cost structure)

- i. For hardware only, the product (date of purchase) registration card must be returned to Nintendo immediately after consumer's purchase of product and the hardware must be returned to Nintendo within 150 days after the consumer's date of purchase. ("See Dealer Store Instructions" for purchase date serial number registration guidelines.)
- ii. All major and minor components must be returned as shown on the attached "Product Returns Checklist".
- iii. Product must include complete\* original printed packaging with styrofoam / recyclable tray insert.

\*Note: Optional electronic reporting of hardware sales by serial number available. Nintendo will accept hardware registration records electronically according to the following requirements:

- a. Dealer must provide hardware sales (sell through) and items returned to stock for resale, including the following data, electronically no less frequently than weekly, to a unique electronic mail box, via EDI Document Number 864:
  - Nintendo Hardware Item Number / UPC / Dealer Item Number
  - Product Serial Number (applies to Nintendo hardware only)
- b. Dealer is responsible to pay 100% of costs for activity within its own electronic mail box. For more information and to request the electronic processing option, contact the Product Support Manager in the Nintendo Field Service Department, at 1-800-447-8373.

#### B. Partial Credit

- i. Hardware systems that are not registered by serial number with Nintendo (Registration Card is not returned to Nintendo) or registered products returned beyond 150 days from original consumer purchase.

	Dealer Credit
a. Returns received by Nintendo for the period September 1, 1994 through August 31, 1995	25%
b. Returns received by Nintendo after September 1, 1995	0%

\*Note: A deduction of 10% will be taken for each missing minor component.

### 2. Products that Do Not Qualify for Return to Nintendo

- A. Products that do not include complete\* original printed packaging with styrofoam / recyclable tray insert.
- B. Products missing major components as shown on the "Product Returns Checklist", for example, Control Deck / Game Boy unit.
- C. Product that has been physically damaged by negligence, accident or unreasonable use.
- D. Products sold by Nintendo licensees. Any licensed product must be returned to the appropriate licensee company.
- E. Non-licensed products.

\* Missing UPC Code or other partial packaging constitutes incomplete packaging.

### 3. Dealer Credit for Processing the Product (Date of Purchase) Registration Card

- A. Nintendo will provide Dealer with a cash incentive of \$0.50 monthly, payable by check, for each Product Registration Card returned to Nintendo.
- B. To qualify, Dealer must identify its name on registration card in space provided.
- C. Dealer waives all rights to object to the amount paid to it by Nintendo relating to return of registration cards if Dealer fails to deliver written notice to Nintendo of its objection within 30 days following payment from Nintendo to Dealer.
- D. No deductions from invoice permitted. Dealer is not permitted to deduct payments by Nintendo payable to Dealer from Dealer's invoice.
- E. Nintendo reserves the right to deny or limit payment to Dealer for registration cards if Nintendo reasonably believes that the cards have been tampered with, modified, duplicated, returned in excess of hardware shipped, or other unusual circumstances.

### Dealer Returns Procedure

Nintendo offers its Dealers two (2) product returns processing options as follows:

#### 1. Direct Store Returns to Nintendo

Dealer's individual stores may return product directly to Nintendo according to the following instructions:

##### A. How to Request a Return Authorization

Submit written requests monthly, by mail or fax. Include the product model number(s), total quantity of each and Dealer's debit memo/chargeback reference number.

Mailing Address:

Fax Number:

Nintendo of America Inc.

(206) 882-3585

P.O. Box 97036

Redmond, WA 98073-9736

Attn: Dealer Returns Administration

##### B. Return Authorization Processing

Upon receipt of Dealer's written request, Nintendo will issue, by mail, a Return Authorization (RA) number, packing list and shipping labels.

All products authorized for return must have the Return Authorization number marked on the outside of all cartons. All returned product must be shipped freight prepaid. No C.O.D. shipments or unauthorized returns will be accepted.

##### C. Nintendo Returns Inspection and Dealer Payment Procedures

Upon receipt of Dealer's return, Nintendo will physically audit each product using the approved return authorization. Payments will be based on the Dealer's current net cost structure less applicable deductions outlined in Dealer Returns Policy. Dealer will not be allowed a deduction from invoice (DFI) for returns.

## 2. Central Returns / Distribution Center Product Returns to Nintendo

Nintendo will provide qualifying Dealers with pre-return product screening and Returns Authorization approval services at the Dealer's central returns center(s).

### A. Dealer Qualification for On-Site Services

To qualify for on-site inspection services Dealer must:

- i. Receive store returns in central returns / distribution center(s)
- ii. Provide adequate floor space in work area to inspect products
- iii. Return product to be delivered adjacent to workspace for inspection
- iv. Segregate Nintendo product from Nintendo licensee and non-licensed product
- v. Provide returns center personnel to review post-inspection audit report
- vi. Provide standard 115v power outlet with accessibility to telephone jack
- vii. Provide a work surface (10' x 10' minimum)
- viii. Minimum quantity of 300 products required per location, per visit (hardware, software and accessories (any mix))

The frequency of on-site support services (visits) will be determined by the quantity of products available for return and as mutually agreed between Dealer and Nintendo.

For other product inspection services customized to your company's needs, or for additional information, contact the Product Support Team in the Nintendo Field Service Department at 1-800-447-8373.

### B. On-Site Support Services

Nintendo will physically screen and pre-approve qualifying product returns at the Dealer's central returns / distribution center(s).

#### i. Products that Qualify for Return

The Dealer will be provided with a Return Authorization number, packing list, shipping labels and shipment instructions to facilitate the return. Upon on-site approval, the product return shipment must be received by Nintendo within 14 days. Upon receipt of Dealer's return, Nintendo will physically audit each product using the approved Return Authorization. Payments will be based on the Dealer's current net cost structure less applicable deductions outlined in Dealer Returns Policy.

Dealer will not be allowed a deduction from invoice (DFI).

#### ii. Products that Do Not Qualify for Return

The Dealer will be provided with a manifest listing each product, total quantities and the reason product(s) does not qualify for return.

Upon request, Nintendo will assist the Dealer in arranging product repair services that may be available through a local Nintendo Authorized Repair Center<sup>SM</sup>. Such business arrangements will be the sole responsibility of the Dealer and the qualified servicer.

These policies and procedures and the following Dealer Store Instructions are an integral part of Nintendo's terms and conditions of sale. By placing orders with Nintendo, Dealer agrees to Nintendo's terms and conditions of sale.





PRODUCT RETURNS  
POLICY &  
PROCEDURES





## Nintendo Product Returns / Dealer Policy and Procedures

### DEALER RETURNS POLICY

#### 1. PRODUCTS THAT QUALIFY FOR RETURN TO NINTENDO

Any Nintendo Entertainment System,\* Game Boy,\* Super Nintendo Entertainment System,\* Virtual Boy™ Hardware Set, and Nintendo 64,\* Software Game Pak, Accessory and Component / Parts ("Product") according to the following schedule:

##### FULL CREDIT (AT DEALER'S CURRENT NET COST STRUCTURE)

A. For hardware only, the product serial number must be registered electronically with Nintendo at the point of sale or the purchase date registration card must be returned to Nintendo immediately after consumer's purchase of product and the hardware must be returned to Nintendo within 150 days after the consumer's date of purchase. ("See Dealer Store Instructions" for purchase date serial number registration guidelines.)

B. All major and minor components must be returned as shown on the "Product Returns Checklist".

C. Product must include complete\* original printed packaging with styrofoam / recyclable tray insert.

\*Note: Electronic reporting of hardware sales by serial number is available. Nintendo will accept hardware registration records electronically according to the following requirements:

i. Dealer must provide hardware sales data, electronically no less frequently than daily, to a unique electronic mail box, via EDI Document Number 864 or 867

→ Nintendo Hardware Item Number / UPC / Dealer Item Number

→ Product Serial Number (applies to Nintendo hardware only)

ii. Dealer is responsible to pay 100% of costs for activity within its own electronic mail box. For more information and to request the electronic processing option, contact Product Support in the Nintendo Field Service Department, at 1-800-633-3236

#### 2. PRODUCTS THAT DO NOT QUALIFY FOR RETURN TO NINTENDO

A. Hardware systems that are not registered with Nintendo, or registered products returned beyond 150 days from original consumer purchase date.

B. Products that do not include complete\* original printed packaging with styrofoam / recyclable tray insert.

C. Products missing major components as shown on the "Product Returns Checklist", for example, Control Deck / Game Boy unit.

D. Product that has been physically damaged by negligence, accident or unreasonable use.

E. Products sold by Nintendo licensees. Any licensed product must be returned to the appropriate licensee company.

F. Non-licensed products.

\* Missing UPC Code or other partial packaging constitutes incomplete packaging.



### **3. DEALER CREDIT FOR PROCESSING THE SERIAL NUMBER PURCHASE DATE REGISTRATION**

- A. Nintendo will provide Dealer with a monthly cash incentive of \$0.50, payable by check, for each Purchase Date Registration Card returned to Nintendo, or electronically registered with Nintendo.
- B. To qualify, Dealer must electronically register hardware product or identify its name on the registration card in space provided.
- C. Dealer waives all rights to object to the amount paid to it by Nintendo relating to return of registration cards if Dealer fails to deliver written notice to Nintendo of its objection within 30 days following payment from Nintendo to Dealer.
- D. No deductions from invoice permitted. Dealer is not permitted to deduct payments by Nintendo payable to Dealer from Dealer's invoice.
- E. Nintendo reserves the right to deny or limit payment to Dealer for registration cards if Nintendo reasonably believes that the cards have been tampered with, modified, duplicated, returned in excess of hardware shipped, or other unusual circumstances.

### **DEALER RETURNS PROCEDURE**

Nintendo offers its Dealers two (2) product returns processing options as follows:

#### **1. DIRECT STORE RETURNS TO NINTENDO**

Dealer's individual stores may return product directly to Nintendo according to the following instructions:

##### **A. HOW TO REQUEST A RETURN AUTHORIZATION**

Submit written requests monthly, by mail or fax. Include the product model number(s), total quantity of each and Dealer's debit memo/chargeback reference number.

Mailing Address:

Fax Number:

Nintendo of America Inc.

(206) 882-3585

4820 150th Ave. NE

Redmond, WA 98052

Attn: Dealer Returns Administration

##### **B. RETURN AUTHORIZATION PROCESSING**

Upon receipt of Dealer's written request, Nintendo will issue, by mail, a Return Authorization (RA) number, packing list and shipping labels.

All products authorized for return must have the Return Authorization number marked on the outside of all cartons. All returned product must be shipped freight prepaid. No C.O.D. shipments or unauthorized returns will be accepted.

##### **C. NINTENDO RETURNS INSPECTION AND DEALER PAYMENT PROCEDURES**

Upon receipt of Dealer's return, Nintendo will physically audit each product using the approved Return Authorization. Payments will be based on the Dealer's current net cost structure less applicable deductions outlined in Dealer Returns Policy. Dealer will not be allowed a deduction from invoice (DFI) for returns.



## **2. CENTRAL RETURNS / DISTRIBUTION CENTER PRODUCT RETURNS TO NINTENDO**

Nintendo may provide qualifying Dealers with product pre-screening and Return Authorization approval services at the Dealer's central returns center(s), or Dealers can perform self-screening on-line.

### **A. DEALER QUALIFICATION FOR ON-SITE SERVICES (PRODUCT PRE-SCREENING)**

To qualify for on-site inspection services Dealer must:

- i. Receive store returns in central returns / distribution center(s)
- ii. Provide adequate floor space in work area to inspect products
- iii. Return product to be delivered adjacent to workspace for inspection
- iv. Segregate Nintendo product from Nintendo licensee and non-licensed product
- v. Provide returns center personnel to review post-inspection audit report
- vi. Provide standard 115v power outlet with accessibility to telephone jack
- vii. Provide a work surface (10' x 10' minimum)
- viii. Minimum quantity of 300 pieces of product required per location, per visit (hardware, software and accessories (any mix))

The frequency of on-site support services (visits) will be determined by the quantity of products available for return and as mutually agreed between Dealer and Nintendo.

For other product inspection services customized to your company's needs, or for additional information, contact the Product Support Team in the Nintendo Field Service Department at 1-800-633-3236.

### **B. ON-SITE SUPPORT SERVICES**

Nintendo will physically screen and pre-approve qualifying product returns at the Dealer's central returns / distribution center(s).

#### **i. Products that Qualify for Return**

The Dealer will be provided with a Return Authorization number, packing list, shipping labels and shipment instructions to facilitate the return. Upon on-site approval, the product return shipment must be received by Nintendo within 14 days. Upon receipt of Dealer's return, Nintendo will physically audit each product using the approved Return Authorization. Payments will be based on the Dealer's current net cost structure less applicable deductions outlined in Dealer Returns Policy.

Dealer will not be allowed a deduction from invoice (DFI).

#### **ii. Products that Do Not Qualify for Return**

The Dealer will be provided with a manifest listing each product, total quantities and the reason product(s) does not qualify for return.

Upon request, Nintendo will assist the Dealer in arranging product repair services that may be available through a local Nintendo Authorized Repair Center<sup>SM</sup>. Such business arrangements will be the sole responsibility of the Dealer and the qualified servicer.

These policies and procedures and the Dealer Store Instructions are an integral part of Nintendo's terms and conditions of sale. By placing orders with Nintendo, Dealer agrees to Nintendo's terms and conditions of sale.

PRODUCT

RETURNS

**WHAT STORE PERSONNEL SHOULD KNOW ABOUT PRODUCT RETURNS**

All products marketed by Nintendo of America Inc. are manufactured to the highest quality standards and are covered by a 90-day limited warranty.

Many times when a customer returns a product which is perceived to be defective, the problem can be easily fixed, either with instructions or with a minor replacement component or cleaning kit. These items may be available in your store or at a local Authorized Nintendo World Class Service® center.

The **FIRST STEP**, if you are unable to diagnose a problem using the Nintendo provided Troubleshooting Guide(s), is to encourage the customer to call toll-free the Nintendo World Class Service center consumer assistance hotline at 1 (800) 255-3700. The majority of these calls will result in corrective instructions being given over the phone or directions on how to receive product service. You should also refer the customer directly to the Authorized Nintendo World Class Service center nearest your store.

If the customer insists on a return exchange, follow these steps:

**PRODUCT WITHIN 90 DAYS OF PURCHASE**

1. Replace (exchange), from your inventory, only those components the customer returns to you.
2. Place the item(s) received from the customer in their original packaging. If the customer does not have the original box, simply place the returned items into the newly opened box for return to Nintendo.
3. Returned product must include a dated receipt or photocopy of a receipt (proof of purchase). Such receipts or receipt photocopies must be taped to the returned item along with date of return, customer name and address, name and address of retail outlet and name of store personnel receiving goods.

**NOTE:** All products returned to Nintendo must be in the original new packaging and 100% complete (containing all components) with receipt information outlined above to ensure your company receives maximum credit.

**PRODUCT OVER 90 DAYS SINCE PURCHASE**

These products are no longer covered by Nintendo's 90-day limited warranty, but still can be quickly and inexpensively repaired by a local service center. Your customer should be encouraged to call toll-free the Nintendo World Class Service center consumer assistance hotline 1 (800) 255-3700 for product service. You may also refer the customer directly to the local Authorized Nintendo World Class Service center, if known.



PRODUCT

RETURNS

## DEALER POLICY AND PROCEDURES

1. To receive full credit for product returns received by Dealer from consumers as defective, Dealer must submit a written return request, by mail or fax, which summarizes by item the total quantities Dealer wishes to return. The request must include the Dealer's own reference number. This request should be submitted on a monthly basis to Nintendo of America Inc., P.O. Box 97036, Redmond, WA 98073-9736, Attn: Returns Administration. FAX: (206) 882-3585.
2. Upon receipt of the Dealer's return request, Nintendo will issue by mail only, a Return Authorization form, complete with Return Authorization number, packing list and shipping labels to facilitate the return of defective merchandise. All merchandise returned to Nintendo must have a Return Authorization number, with the R.A. number marked on all cartons. All returned merchandise must be shipped with freight prepaid. **No C.O.D.'s will be accepted.**
3. Payment from Nintendo will be issued only after ALL the merchandise has been received, inspected and approved. All authorized Nintendo Entertainment System,<sup>®</sup> Game Boy<sup>®</sup> and Super Nintendo Entertainment System<sup>®</sup> hardware, software and accessory returns will be subject to a 15% restocking fee and charges for missing parts per the attached component schedule. If a major component is missing, the return will be "scrapped" and no credit will be given. If one (1) minor component is missing, a 90% credit will be allowed, less the standard 15% handling charge.

Original printed packaging and styrofoam insert must accompany all items shipped to Nintendo (i.e. exchange customer returns for like items only from existing store inventory) in order to receive credit for items returned.

Payment for any defective items will be based on the Dealer's current net cost structure.

**No deduction from invoice ("DFI") allowed.**

4. Nintendo will waive the 15% restocking fee for all Nintendo Entertainment System, Game Boy and Super Nintendo Entertainment System products that are returned within 90 days of purchase in original packaging with no missing parts or components as follows:
  - a. Returned product must include the original, dated consumer receipt or photocopy of a receipt.
  - b. Such receipt or receipt photocopy must be forwarded to Nintendo in an envelope taped to the returned item along with a clear notation of date of return, customer name and address, name and address of retail outlet and name of store personnel receiving goods.
  - c. Goods must be returned to Nintendo within 150 days of the original consumer purchase.**This returns policy applies to Nintendo of America Inc. product only. Products sold by Nintendo licensees must be returned to the appropriate licensee. Any licensed product received by Nintendo will be scrapped and dealer will receive no credit. These items will not be returned to the dealer.**
5. Any questions concerning defective merchandise should be directed to the Returns Administration Department at 1 (800) 633-3236. Any questions regarding licensee product should be directed to the buyer.
6. Any questions concerning consumer replacement components unavailable to Dealer should be directed to the Nintendo Consumer Service Department at 1 (800) 255-3700. The Nintendo Returns Administration Department will not accept any request for parts. Nintendo supplies only participating Authorized Nintendo World Class Service<sup>®</sup> centers with replacement service parts. Information on the Authorized Nintendo World Class Service program may be obtained from Nintendo's National Field Service Department at 1 (800) 633-3236.



NINTENDO

WARRANTY

## 90-DAY LIMITED WARRANTY

NINTENDO ENTERTAINMENT SYSTEM,<sup>®</sup> SUPER NINTENDO ENTERTAINMENT SYSTEM<sup>®</sup> AND GAME BOY<sup>®</sup> HARDWARE,\* ACCESSORIES, GAME PAKS ("PRODUCT")

**\*Hardware only: To expedite authorization of any required warranty work, we recommend that you complete and return your warranty card within 10 days of purchase (or receipt as a gift).**

Nintendo of America Inc. ("Nintendo") warrants to the original purchaser that this product shall be free from defects in material and workmanship for a period of 90 days from the date of purchase. If a defect covered by this warranty occurs during this 90-day warranty period, Nintendo will repair or replace the product or component part, at its option, free of charge.

### WARRANTY SERVICE

#### TO RECEIVE THIS WARRANTY SERVICE:

1. **Do not** return your product to the retailer.
2. Please call an Authorized NINTENDO WORLD CLASS SERVICE<sup>®</sup> center at 1 (800) 255-3700. Our hours of operation are from 4:00 am to Midnight, Pacific Time Monday through Saturday, and from 8:00 am to 5:00 pm, Pacific Time Sundays (times subject to change). If the Nintendo Service Representative is unable to solve the problem over the telephone, you will be referred to the nearest Authorized NINTENDO WORLD CLASS SERVICE location for prompt, professional warranty service. You may also refer to your yellow pages directory under the heading of Video Games - Service & Repair for the nearest location.

To satisfy the needs of our customers, Nintendo maintains a nationwide network of Authorized NINTENDO WORLD CLASS SERVICE centers located in major metropolitan areas and also offers express factory service. In some instances it may be necessary to ship the complete product, **freight prepaid and insured for loss or damage** to the nearest service location.

This warranty shall not apply if the product has been damaged by negligence, accident, commercial use, unreasonable use, modification, tampering, or by other causes unrelated to defective materials or workmanship. This warranty shall not apply if any product serial numbers have been altered, defaced, or removed.

### WARRANTY LIMITATIONS

**Any applicable implied warranties, including warranties of merchantability and fitness for a particular purpose, are hereby limited to ninety days from the date of purchase and are subject to the conditions set forth herein. In no event shall Nintendo be liable for consequential or incidental damages resulting from the breach of any express or implied warranties.**

The provisions of this warranty are valid in the United States only. Some states do not allow limitations on how long an implied warranty lasts or exclusion of consequential or incidental damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

DEALER

RETURNS

POLICY

**COMPONENTS SCHEDULE**

JANUARY 1, 1992

<b>SYSTEM</b>	<b>MAJOR COMPONENTS</b>	<b>MINOR COMPONENTS</b>	<b>OTHER COMPONENTS (NO CHARGE)</b>
<b>NES Control Deck<sup>®</sup></b>	Control Deck	2 Controllers AC Adapter RF Switch	Manual / Poster, etc. Warranty Card Stereo AV Cable 300/75 Converter 75/300 Converter
<b>NES Action Set<sup>®</sup></b>	Control Deck	2 Controllers AC Adapter RF Switch Mario / Duck Hunt Game Pak Zapper	Manual / Poster, etc. Warranty Card Stereo AV Cable 300/75 Converter 75/300 Converter Game Pak Sleeve / Case
<b>NES Power Set<sup>®</sup></b>	Control Deck Power Pad	2 Controllers AC Adapter RF Switch Mario / Duck Hunt / World Class Track Meet Game Pak Zapper	Manual / Poster, etc. Warranty Card Stereo AV Cable 300/75 Converter 75/300 Converter Game Pak Sleeve / Case
<b>NES Sports Set<sup>™</sup></b>	Control Deck Satellite Transmitter Satellite Receiver	4 Controllers AC Adapter RF Switch Super Spike V'Ball / Nintendo World Cup Game Pak	Manual / Poster, etc. Warranty Card Stereo AV Cable 300/75 Converter 75/300 Converter Game Pak Sleeve / Case Batteries
<b>NES Challenge Set<sup>™</sup></b>	Control Deck	2 Controllers AC Adapter RF Switch Super Mario Bros. 3 Game Pak	Manual / Poster, etc. Warranty Card Stereo AV Cable 300/75 Converter 75/300 Converter Game Pak Sleeve / Case
<b>NES Accessory</b>	Accessory		Manual / Poster, etc.
<b>Software</b>	Game Pak		Manual / Poster, etc. Game Pak Sleeve / Case
<b>Game Boy<sup>®</sup></b>	Game Boy	Headphones Game Link Cable Tetris Game Pak	Manual / Poster, etc. Warranty Card Game Pak Sleeve / Case Batteries
<b>Super NES<sup>™</sup></b>	Control Deck	2 Controllers AC Adapter RF Switch Super Mario World Game Pak	Manual / Poster, etc. Warranty Card Stereo AV Cable Game Pak Sleeve / Case
<b>Super NES Super Scope<sup>™</sup> w/ Game Pak</b>	Accessory	LazerBlazer and Blastis Game Pak	Manual / Poster, etc. Game Pak Sleeve / Case Batteries

**NOTE:** Original printed packaging and styrofoam insert must accompany all items (i.e., exchange customer returns for like items only from existing store inventory) in order to receive credit for items returned.



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